CONTRACT



www.kmbc.com

And:

Great American Media 1010 Wisconsin Avenue N W Suite 800 Washington, DC 20007

	Contract / Re	vision	Alt Order	<u>#</u> _
	910144	1	07872766	
Product				-
DSCC-MO				
Contract Dates	Estimate #			<u>-</u> -
10/23/12 - 10/29/12	1139			
Advertiser			Original Date	/ Revision
Democratic Senatorial	Campaign Com	mittee	10/12/12	/ 10/12/12
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC			Cash
	Station			Sales Office
	кмвс	Mered	ith Thompson	Eagle-Washing
	Special Hand	ling		
	Demographic			
	Adults 35+			
	IDB#	Advert	iser Code	Product Code
	8091			
	Agency Ref		Advertise	r Ref

Spots/

*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	pots	Amount
1 KMBC 10/23/12 10/26/12 First News at 5am Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -TWTF 3	5-5:30am <u>Rate</u> \$300.00	:30	NM	3	\$900.00
2 KMBC 10/23/12 10/26/12 First News at 5:30am Start Date	5:30-6am <u>Rate</u> \$450.00	:30	: MM	2	\$900.00
3 KMBC 10/23/12 10/26/12 First News at 6am Start Date	6-7am <u>Rate</u> \$800.00	:30	МИ	3	\$2,400.00
4 KMBC 10/29/12 10/29/12 First News at 6am Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 M 1	6-7am <u>Rate</u> \$800.00	:30	NM	1	\$800.00
5 KMBC 10/23/12 10/26/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -TWTF 5	7-9am <u>Rate</u> \$800.00	:30	NM	5	\$4,000.00
6 KMBC 10/29/12 10/29/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 M 1	7-9am <u>Rate</u> \$800.00	:30	NM	1	\$800.00
7 KMBC 10/27/12 10/27/12 News Wknd Sat Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12S- 1	7-9am <u>Rate</u> \$400.00	:30	МИ	1	\$400.00
8 KMBC 10/28/12 10/28/12 News Wknd Sun Start Date	7-9am <u>Rate</u> \$450.00	:30	МИ	1	\$450.00
9 KMBC 10/23/12 10/26/12 Rachael Ray Show Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -TWTF 3	9-10am <u>Rate</u> \$300.00	:30	МИ	3	\$900.00
10 KMBC 10/23/12 10/26/12 The View Start Date	11am-12pm <u>Rate</u> \$400.00	:30	ММ	3	\$1,200.00
11 KMBC 10/28/12 10/28/12 This Week With George Ste	ep 930-1030am	:30	МИ	1	\$550.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station, within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



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Contract / Revision Alt Order # 910144 07872766 Contract Dates Product Estimate # DSCC-MO 10/23/12 - 10/29/12 1139 Advertiser Original Date / Revision 10/12/12 / 10/12/12

Democratic Senatorial Ca

*Line Ch Start Date End Date Description	Start/End Time	Spots/	Data Time	Chair	A
		Days Length Week	Rate Type	Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 S 1	<u>Rate</u> \$550.00				
12 KMBC 10/23/12 10/26/12 Dr. Phil	3-4pm	:30	NM	2	\$600.00
Start Date End Date Weekdays Spots/Week	Rate		14141	-	Ψ000.00
Week: 10/22/12 10/28/12 -TwTF 2	\$300.00				
13 KMBC 10/29/12 10/29/12 Dr. Phil	3-4pm	:30	NM	1	\$300.00
Week: 10/29/12 End Date Weekdays Spots/Week	<u>Rate</u> \$300.00				
14 KMBC 10/23/12 10/26/12 DR OZ	4PM-5PM	:30	NM	3	\$1,350.00
Start Date End Date Weekdays Spots/Week	Rate	.00	14141		Ψ1,550.00
Week: 10/22/12 10/28/12 -TwTF 3	\$450.00				
15 KMBC 10/23/12 10/26/12 5pm News	5-530pm	:30	NM	4	\$5,600.00
Week: 10/22/12 End Date Weekdays Spots/Week 4	<u>Rate</u> \$1,400.00				
16 KMBC 10/29/12 10/29/12 5pm News	5-530pm	:30	NM	1	\$1,400.00
Start Date End Date Weekdays Spots/Week	Rate	.00	14141	'	φ1,400.00
Week: 10/29/12 11/04/12 M 1	\$1,400.00	<u></u>			
17 KMBC 10/23/12 10/26/12 6pm News	6-630pm	:30	NM	4	\$6,800.00
Start Date Week: 10/22/12 End Date 10/28/12 Weekdays 5pots/Week	<u>Rate</u> \$1,700.00				
18 KMBC 10/29/12 10/29/12 6pm News	6-630pm	:30	MM	1	\$1,700.00
Start Date End Date Weekdays Spots/Week	Rate	.30	INIVI	,	\$1,700.00
Week: 10/29/12 11/04/12 M 1	\$1,700.00				
19 KMBC 10/27/12 10/27/12 6pm News Saturday	6-7pm	:30	NM	1	\$800.00
Week; 10/22/12 End Date Weekdays Spots/Week	<u>Rate</u> \$800.00				
20 KMBC 10/28/12 10/28/12 5pm News Sunday	5-6pm	:30	NM	1	\$800.00
Start Date End Date Weekdays Spots/Week	Rate	.00	14)4(1	Ψ000.00
Week: 10/22/12 10/28/125 1	\$800.00				
21 KMBC 10/23/12 10/26/12 630-7p	630-7pm	:30	NM	3	\$4,800.00
Week: 10/22/12 End Date 10/28/12 Weekdays Spots/Week 3	<u>Rate</u> \$1,600.00				
22 KMBC 10/23/12 10/23/12 DWS RESULTS	8-9pm	:30	NM	1	\$6,000.00
Start Date End Date Weekdays Spots/Week	Rate	.00	INIVI		φθ,000.00
Week: 10/22/12 10/28/12 -T 1	\$6,000.00				
23 KMBC 10/25/12 10/25/12 PRIVATE PRACTICE	9-10pm	:30	NM	1	\$3,000.00
Week: 10/22/12 End Date 10/28/12 Weekdays Spots/Week 10/22/12	<u>Rate</u> \$3,000.00				
N 24 KMBC 10/26/12 10/26/12 Nashville All access	8-9pm	:30	NM	1	£4.400.00
Start Date End Date Weekdays Spots/Week	Rate	.30	INIVI	ı	\$1,400.00
Week: 10/22/12 10/28/12F 1	\$1,400.00				
25 KMBC 10/26/12 10/26/12 20/20	9-10pm	:30	NM	1	\$2,500.00
Week: Neek: 10/22/12 End Date Weekdays Spots/Week 10/22/12 10/28/12F 1	<u>Rate</u> \$2.500.00				
26 KMBC 10/23/12 10/26/12 M-F/SU 10pm News	10-1035pm	:30	NM	3	20 400 00
Start Date End Date Weekdays Spots/Week	Rate	.30	ININ	3	\$8,400.00
Week: 10/22/12 10/28/12 -TwTF 3	\$2,800.00				
27 KMBC 10/28/12 10/28/12 SU 1030pm News	1030-11pm	:30	NM	1	\$1,000.00
Start Date	<u>Rate</u>				

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Advertiser	Original Date / Revision
Democratic Senatorial Ca	10/12/12 / 10/12/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/	Tumo	Casta	A
Line On Start Date End Date Description	Start/End Time	Days Length Week Rate	ype.	Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 S 1	Rate \$1,000.00				
28 KMBC 10/28/12 10/28/12 Su 2&1/2 Men Start Date Week: End Date 10/28/12 WeekdaysS Spots/Week 10/28/12 10/28/12 1	SU 11-1130pm <u>Rate</u> \$700.00	:30	NM	1	\$700.00
29 KMBC 10/27/12 10/27/12 ABC College Football Start Date Week: 10/22/12 End Date 10/28/12 Weekdays Spots/Week	Various <u>Rate</u> \$4,000.00	:30	NM	1	\$4,000.00
		Totals		55	\$64,450.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	50	\$59,450.00	\$50,532.50
10/29/12 -10/29/12	. 5	\$5,000.00	\$4,250.00
Totals	55	\$64,450.00	\$54,782.50

2 1101	Signature:		Date:
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TÉRMS AND STANDARD CONDITIONS. FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase prospect advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station appending this contract ("Station") hereby agree that this contract shall be governed by the following conditions are terms:

BILLING AND PAYMENTS 1.

- (a) Station will, from time to time at intervals following prospects thereunder, bill Agency on behalf of Advertiser at appress on the face hereof. Agency shall pay Station thereon at appress on bill on or before the 15th day of each month following that in which prospects occurred on on such other tasts as may be specified in the invoice.
- Except where this contract is stable directly with the Advertiser despribed on the face of this contract, it is understood then Agency makes this contract both for itself and as agent for the Advertiser and that Agen by agreed, on beneif of the Advertiser and of itself, that Agenby and Advertiser are and enallibe jointry and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION

- (a) Unless otherwise specified on the foce sereof, either partymay terminate this control, without bases, upon giving the other party et lesst 28 days onor notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this control, it anall pay Station at the earned rate for all products as pure cent to this contract through the effective date of termination.
- Station may, upon notice to Agency, terminate this contract at anytime; (i) upon material preside by Agency, (ii) if Station falls to receive timely payment on pilling; or fill) if Advertiser's or Agency's prediction is reasonable opinion, impaired. Upon such terminator, all under some process nereunder at all immediately become out and payers. The Agency's only is policy shall be to pay for the basis completed hereunder prior to bandeliation by Station.
- Agency may, upon notice to Station, terminate this contract starty time upon material breach by Station. Upon such terminator, the Station about liability analibe to payas inputated damages a sum equal to the leaser of the following: (i) the some indicated but-of-pooket tosts recessarily incurred by Agency in performance of this pontract modifying asset of such termination, or (ii) the bits which would be due to Station herephoer if, or the date or which Agency gives notice of sence liston. Section has given notice of termination porsuant to Paragraph 2(a) efective at the earliest date permitted therepicer.
- Neither party anallinese any liability to the other upon termination durscant to this Faregraph 2, except as provided in this Faregraph 2 and Faragraph 7.

OMISSION OF BROADCAST

if, as a result of an act of God, first majeure, public emergency, approximants in moses by law or governmental order, mechanical presidence, or where recessary to ensure the Station to comply with the Communications Act of 1834, as amended, to astaty the "reasonable access" and/or regular opportunity requirements for certain bolificationance of the annual properties and the second of the annual properties of the annual shall be made at a reasonably satisfabbry substitute date and time, and if no substitute is are liable, the time phanges allopable to the lomited program shall be welled; (ii) if a material part, put not al., of a sonepuléo proaccasi la omitted, a later proaccast anali be made at a reasonable substitute data and one, and Agency shall continue to pay till onarge. The foregoing shall not beginve Agendy of the delikelt of any discuting which it would have earned hereunder if the procedulating deep made in its entirety.

Station shall have the right to cance, any processes or portion thereof powered by this contract in order to proceed any program, or even twitioh, in the Station's sole dispretor, if deems to be of greater public interest or significance. Station may also receive time previously sold when recessary to comply with its collectors to make available "reasonable sociese" and/or "equal opportunities" to certain political candidates under the Communications Act of 1924, as amended. Station will notify Agency of such candidates under the Communications Act of 1924, as amended. Station will notify Agency of such candidates under the Communications Act of 1924, as amended. promotity as reasonably possible. If the parties pannot agreed upon a satisfactory substitute date and time, the proadcast so preempted shall be been edical period. rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

FMED RATE PURCHASES

Now it retaining the provisions of Farsgraphs 3 and 4 above, unless the omitted or presences an poundement was purposed as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to beyone full charge (no preditor return will be given) but Agency shall be accorded another announcement at a reasonably satisfactory. supstitute care and time, at holad littoral pharge in erefor.

8. A GENCY MATERIAL

All commendal materials (if so specified on the face of this contract, all program materials, including talent) shall be &milaned by Agency and delivered to Station at Agency's able cost and expense. Agency shall celliver all materials not less than 45 hours (explicative of Satirdays, Sundays and holidays) in advance of prosposast. All materials furnished by Agency () shall not be contrary to the public interest, (i) and conform to the Station's then existing program and operating policies and quality standards, and (ii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edition or materials. Station will not be liable for loss or carried to Agency anatomic of the subject to Station a prior approval and continuing right to reject or to cause Agency to edition or materials. about the property of the second property of

F Agency reduces to within 30 days of lest prosedes there under, Station will, at Agency's expense, retem Agency material to Agency. FAgency ages not so request, Station has the right to dispose of all Agen by material any time after 60 days following the fast prospess nereunder,

INDEMNIFICATION

Agency and Advertisen will jointly and severally incominify and novid harmless. Station from and against all dailing, demands, debts, obligations or charges (including reasonable afformaty tess and disbursements) which arise out of or readtifrom the proposation parathon for proadcast or contemplated proposation from the proposation and the proposation of the proposation o of Agency and/or Adventiser or for hisned by Station at Agency's request for use in connection with Agency's or Adventiser's commercial material, and Station will similarly indemnify and hold namileas Agency and Advertiser with respect to all materials furnished by Station. The indemnibe anal, promotive to 20 populate with the indemnibr with respect to any beam. The provisions of this paragraph anall service the termination or expiration of this portrapt.

CONSEQUENTIAL DAMAGES

Agen by and Station hereby agree that consequents i damages resulting from any preson of this contract, pursuant to Paragraph 2, or any ornisation of prospess, pursuant to Paragraph 3, or any preemption of prospess, pursuant to Paragraph 4, are scepulative and neither Agency not Station shall be held liable for any ponsequental damages incurred. This ponsequential parmage explusion provision is an allocation of risk separate and apart from provisions apedrying or limiting either Agency's or Station a remedies for preson.

5 GENERAL

Station will preadcast the announcements and programs overed by this contraction the dates and at the approximate hourly times provided on the

taba nemebit

- (b) The Station shall exercise normal precautions in capaling of property and mail, but assumes no ite pility for loss or damage to program or commercial materials and other property furnished by the Agency in connection with produce the second of process mail, correspondence, or telephone calls in connection with producest except after its once approve.
- Agency is acting as agent for a displaced principal (i.e., the Advertiser named on the face hereof, and Agency will so tak agent for making payment or all billings in erections. However, Agency shall be primarily liable for the Advertiser's beyment of sume due nerections and so the spanning for services rendered by the payment of personnel in the Agency for the payment in ereof unless and onthicagency falls to timely remit payment or becomes insolvent. Advertiser has not therefore made payment by the Agency for so your massions, but only to be extent that Advertiser has not therefore made payment to the Agency for so your massions, but only to be extent that Advertiser has not therefore made payment to the Agency for payment of the Agency for making that Agency has entered into an agreement or arrangement purporting to assign or pleage to a third party mones which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming it solvent, or (ii) a fer receiving notice (together with a tolling a within A5 cays after the end of the month, in which service is provided thereunder. Noting nerves, contained reliably to the payment of oillings by Agency are in a payment of a contract of or diminish Advertiser's ilsulative Advertiser, references herein to Agency are ill solvents as polyto Advertiser except that in such dase no commission will be allowed.
- (a) Agency shall not assign this contract except to shother agency which succeeds to its business of representing Advertiser and provided successor agency and only the successor agency shall be entitled to commissione, if any, or billings for proadcasts the reader. Station is not required to broadcasts never than Advertiser, or for a product or service other than that have done the face detect.
- (a) This contract contains the entire understanding petween the parties, between the parties or terminated orally, and shall be construed in apportance with the false of New York, and with the Communications Act of 1834, as amended, and with the rules and regulations of the FCC leased pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the Specific hereof, the latter shall govern. Failure of siner party to enforce any of the provisions hereof shall not be construed as a general relinquishment or mailure of that or any other provision. All others hereof given on the date of oscalar of the discrepance of the address of the Specific hereof, and shall be deeped given on the date of oscalar.

(For additional information relating to political advertising, Agendes and Advertisers are encouraged to request a popy of the Station's current political edvertising disposure statement.)

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and		1		Đa	te:
KMBL	Kansas 1	City_		(6	2/19/12
	_		26		
do hereby reque	St station time conce	rning the follo	wing issue:		
	- North				
		DSCC	-1E		
- 1/10					
					,
Broadcast	Time of Day, Rotation or	Days	Class	Times per	Number
Length	Package			Week	of Weeks
		,			
	AS	5020	EKEL	>	
	,			•	
	10/23-29/4	5 Flich			
	(~) ~ F				,
Total Char	ges: \$49,4				
Total Cital	363. #47.4	20.00			
'This broadcast t	ime will be used by	:	DSCC - 1E		
i ilib bi paquast t	and will be about by.	·		Market	
Does the p	rogramming (in whole o	r in part) o	communicate	"a tanca?"
message r	elating to any	political n	arter of n	_	Lancer
	Yes			No	

importance," list the name	nmunicates a message relating to any of the legally qualified cancildate(s) the date(s) of the election(s) (if applications)	he programming refers to, the
For programming that "comimportance," attach Agreed	imunicates a message relating to any Upon Schedule (Page 3)	political matter of national
I represent that the paymen	t for the above described broadcast ti	me has been furnished by:
	DSCC-LE	
	nnounce the time as paid for by such p ther than an individual person, is:	person or entity. The entity
a corporation; a c	ommittee; 🗆 an association, 🗀 c	or other unincorporated group.
agents of the entity are name	resses of the chief executive officers, ed below (may be attached separately DISCRIMINATE OR PERMIT DI): MARTHA MCKENNA, DIRECTOR II 430 5 CAPITEL ST SE MASHINETON DE 20002
	IN THE PLACMENT OF ADVERT	
reasonable attorney's fees, that advertisement(s). For the abo	harmless the station for any damages may ensue from the broadcast of the ve-stated broadcast(s), I also agree I be delivered to the station at least led broadcasts.	above-requested to prepare a script,
TO BE S	I GNED BY ISSUE ADVE	RTISER
4/27/12	1/2 N/Au	202-338-8760
l'Date'	/ Signature	Contact Phone Number
TO BE SIG	ENED BY STATION REP	RESENTATIVE
Accepted	Accepted in Part	Rejected
Signature	Printed Name	Title

AGREED UPON SCHEDULE

For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
	AS	04	DER	ED	

Total Charges:

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired.